

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Abingdon Division**

Kyle Beer, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

Bluefield University

Defendant.

Case No. 1:23-cv-00055-MFU-PMS

**DECLARATION OF BRYN BRIDLEY ON NOTICE
AND SETTLEMENT ADMINISTRATION**

I, BRYN BRIDLEY, declare as follows:

1. I am the Vice President of Business Development at Atticus Administration, LLC (“Atticus”), a firm providing class action and claims administration services. I have extensive experience with class action notice, claims processing, and settlement administration. I am fully familiar with the facts contained herein based upon my personal knowledge and involvement in this matter.

2. Atticus is the Court-appointed Claims Administrator for the above-captioned Action and is responsible for carrying out the terms of the Settlement Agreement as directed by the Court in its Preliminary Approval Order dated November 22, 2024.

3. I submit this Declaration to inform the Parties to this Settlement, and the Court, of the activities Atticus has completed to-date with regard for this action. This Declaration describes: (i) the CAFA Notice, (ii) dissemination of the *Notice of Proposed Class Action Settlement* (“Class Notice”), (iii) the Settlement Website and toll-free information line, (iv) exclusion requests and objections received, (v) details on the Claim Forms received, and (vi) administration costs.

I. CAFA NOTICE

4. On September 11, 2024, Atticus sent notice of the proposed Settlement to relevant state and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA Notice”). The CAFA Notice was sent via U.S. Priority Mail to the Attorneys General of each state and territory and to the Attorney General of the United States. The CAFA Packet included a cover letter accompanied by a CD-ROM that contained the (a) Class Action Complaint, (b) Plaintiff’s Unopposed Motion for Preliminary Approval, (c) proposed Notices and Claim Form, (d) Settlement Agreement, (e) Proposed Preliminary Approval Order, and (f) a breakdown of Class Members by their last known state of residence. A true and correct copy of the CAFA cover letter is attached hereto as **Exhibit A**.

II. CLASS NOTICE

5. Atticus received a data file from Defense Counsel on September 5, 2024 that contained the contained the name and address or email address of 21,348 U.S. residents to whom Defendant sent a Notice Letter notifying them that their Personally Identifiable Information or “PII” was compromised in the “Data Breach” or “Incident” that occurred on May 1, 2023 (“Settlement Class,” “Class Members,” or “Class List”). Upon Atticus’s review of the Class List, 25 duplicate records were removed and the final Class List included 21,323 Class Members.

6. Prior to sending Notice, Atticus processed the Class List through the National Change of Address database maintained by the United States Postal Service (“USPS”). This process returns current address information for any person included on the list that has filed a change of address card with the USPS anytime in the past four (4) years.

7. On January 6, 2025 Atticus sent Notice of the Settlement in the form of a simple postcard (the “Short Notice”) to 21,300 Settlement Class Members for whom mailing addresses were received via U.S. First Class mail. The Short Notice provided Class Members with basic Settlement information and directed them to the Settlement Website where complete information, and an online claim submission option could be found. A true and correct copy of the Short Notice is attached hereto as **Exhibit B**.

8. Twenty-three (23) additional Class Members for whom only email addresses were available received the Long Notice by email the same date for a total of 21,323 disseminated Notices. Long Notice provided more in-depth information about the Settlement and was available to Class Members who received the Short Notice on the Settlement Website. A true and correct copy of the Long Notice is attached as **Exhibit C**.

9. Of the 21,300 Short Notices mailed, 771 were returned to Atticus as undeliverable. Two (2) of the returned postcards included forwarding addresses and the Short Notices were promptly remailed to the addresses provided by the USPS. Eight (8) undeliverable records were not traced at the time of this writing. Seven hundred sixty-one (761) of the remaining undeliverable records were sent to a professional service for address tracing where address updates were obtained for 454 undeliverable records and were not obtained for 307 records. The Short Form Notice was promptly remailed to the 454 addresses obtained through trace, 38 of which were again returned to Atticus. As such, 20,947 Short Notices or 98.34% of the postcards were successfully mailed.

10. Of the 23 Long Notices sent by email, 21 were successfully delivered and two (2) bounced. Seventeen (17) of the successful emails were opened. Combined with the mailing efforts, 20,968 Notices or 98.44% of the overall Notice dissemination was successful.

III. SETTLEMENT WEBSITE AND TOLL-FREE INFORMATION LINE

11. Atticus purchased the URL www.BluefieldSettlement.com and established the content at that location as the Settlement Website for this action. The URL address was both printed and presented as a scannable QR Code in the mailed Short Notice, was a clickable link in the email Notice, and was referenced in the front-end introductory message on the toll-free settlement information line. The website was launched on January 6, 2025 in conjunction with dissemination of the Notice and has remained fully operational and accessible since that time. The Settlement Website has received 2,051 visits.

12. In addition to the Long Notice, the Settlement Website includes answers to frequently asked questions, access to additional documents filed with the Court in this matter, a summary of the key dates and deadlines, Atticus' contact information, and an online Claim

Form. A true and correct copy of the paper Claim Form used to develop the online submission option is attached hereto as **Exhibit D**.

13. Atticus also secured the toll-free telephone number at 1-800-417-6705 for this matter and activated the line on the January 6, 2025 Notice mail date. A total of 22 calls have been received on the toll-free line to date.

IV. EXCLUSION REQUESTS AND OBJECTIONS

14. Class Members who did not want to give up their right to sue the Released Parties related to the Incident or the issues raised in this case had until March 10, 2025 to submit a request to be excluded from or “opt-out” of the Settlement. Class Members who did not like any aspect of the Settlement also had until March 10, 2025 to file an objection to inform the Court why they thought the Settlement should not be approved. Instructions on how to properly request exclusion from the Settlement and to file an objection were available in the Long Notice and in the Frequently Asked Questions section of the Settlement Website.

15. No exclusion requests or objections were received by Atticus.

V. CLAIM FORMS

16. Class Members who want to be eligible to receive Settlement benefits, including reimbursement for Documented Out-of-Pocket expenses incurred as a result of the Incident, Lost Time, and/or three (3) years of Identity Theft Protection and Credit Monitoring, or an Alternative Cash Payment, are required to submit a Claim Form on or before April 7, 2025.

17. As of this writing, Atticus has received 690 claim submissions, of which 670 have been deemed valid, 18 are duplicate submissions and two (2) are in cure status. Otherwise stated, 3.24% of the Settlement Class submitted claims and 97.10% of the total claims are valid, with a valid claims rate of 3.14%. The valid claims rate is in line with comparable data breach class actions.

18. Of the 670 Class Members with valid Claim Forms thus far, 227 elected credit monitoring and identify theft protection, 159 requested compensation of Lost Time spent reasonably relating to mitigating the effects of the Incident totaling \$18,400, one (1) claimed reimbursement of Documented Out-of-Pocket expenses valued at \$932.54, and 418 elected the Alternative Cash Payment of up to \$100 in lieu of the other benefit options. Atticus

will continue to process, validate and cure claim submissions that are received with a timely postmark.

VI. ADMINISTRATION COSTS

16. Atticus agreed to administer this Settlement for \$55,000, which is inclusive of procurement of the credit monitoring codes.

I declare under penalty of perjury under the laws of the State of Virginia that the foregoing is true and correct and executed on this the 31st day of March 2025 in St. Paul, Minnesota.



Bryn Bradley

EXHIBIT A

**ATTICUS**1295 Northland Drive
STE 160
St. Paul MN 551201-844-728-8428
info@atticusadmin.com
www.atticusadmin.com

September 11, 2024

VIA U.S. PRIORITY MAIL

AG Name

Attorney General of State

Address 1

Address 2

City State Zip

Re: Class Action Fairness Act Notice

Kyle Beer, individually and on behalf of all other similarly situated v Bluefield University
In the United States District Court for the Western District of Virginia
Case No: 1:23-cv-00055-MFU-PMS

Dear Sir or Madam,

ATTICUS ADMINISTRATION, LLC has been retained as the third-party Settlement Administrator in a putative class action lawsuit in the above-referenced class action (the "Action") pending in the United States District Court for the Western District of Virginia. The parties have proposed to settle the claims asserted in the Action with the terms of a Settlement Agreement, which was filed with the Court on September 3, 2024.

This notice of a proposed settlement is being provided to you in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715. The enclosed CD-ROM, the contents of which are identified below, includes all of the materials requested under the statute.

Contents of the Enclosed CD-ROM

1. Class Action Complaint (Attachment 1)
2. Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (Attachment 2)
3. Proposed Notice(s) and Claim Form (Attachment 3)
4. Settlement Agreement ("Settlement Agreement") (Attachment 4)
5. [Proposed] Preliminary Approval Order (Attachment 5)
6. A breakdown of Class Members by Last Known Address of Residence (Attachment 6)

**ATTICUS**1295 Northland Drive
STE 160
St. Paul MN 551201-844-728-8428
info@atticusadmin.com
www.atticusadmin.com

A final judgment has not been entered in this action, and no notice of dismissal has been filed at this time. A Fairness Hearing has not been scheduled yet.

At this time, no written judicial opinions have been issued in this action relating to the materials described in 28 U.S.C. § 1715(b) (3)-(6) regarding any proposed or final notification to the class members, any proposed or final class action settlement, or final judgment or notice of dismissal. There are no agreements other than the Settlement Agreement.

If you are unable to access any of the information included on the enclosed CD, kindly contact Beth Paris at bparis@atticusadmin.com or 612.383.2504. If you have any questions regarding the proposed settlement, kindly contact counsel for the Defendant, Christopher Dean of McDonald Hopkins, at cdean@mcdonaldhopkins.com or 216.430.2045, at your earliest convenience.

With kind regards,

Office of the Settlement Administrator

Enclosure: CD-ROM

EXHIBIT B

**LEGAL NOTICE
ONLY TO BE READ BY
THE INTENDED
RECIPIENT**

*A federal court has
authorized this Notice.*

*This is not a solicitation
from a lawyer.*

**SCAN THE QR CODE
BELOW FOR MORE
INFORMATION:**



Bluefield University Data Breach Settlement
Clerk of Court Administration
PO Box 64053
St. Paul, MN 55164



Postal Service: Please do not mark barcode
<<barcode txt>>

Claimant ID: «Claimant ID»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»

If Bluefield University Notified You of a Data Breach Incident, You May Be
Eligible for a **CASH PAYMENT** and Other Benefits from a Class Action Settlement.
PLEASE VISIT www.BluefieldSettlement.com FOR MORE INFORMATION.

Why am I receiving this Notice? A class action settlement in the case entitled *Kyle Beer, et al., v Bluefield University*, Case No.1:23-cv-00055-MFU-PMS, in the United States District Court for the Western District of Virginia, Abingdon Division, has been reached between Plaintiff Kyle Beer and the Defendant, Bluefield University ("Bluefield"). The case concerns a Data Breach Incident discovered by Bluefield on May 1, 2023 (the "Incident"). Bluefield's records show it sent a notice to you about the Incident, which may have compromised your Private Information.

Who's Included in the Settlement Class? The Settlement Class includes all natural persons residing in the United States who were sent a notice letter from Bluefield notifying them that their Private Information was comprised in the Incident.

What are the Settlement Benefits? The Settlement provides for payments to people who submit Valid Claims for reimbursement of Documented Out-of-Pocket Losses as a result of the Incident up to a maximum of \$4,500 per Person; reimbursement for up to 5 hours of Lost Time at \$25 per hour for time spent reasonably related to mitigating the effects of the Incident (with any payment for Lost Time counting towards the \$4,500 cap); and 3 years of Credit Monitoring and Identity Theft Protection Services. Alternatively, people who submit Valid Claims can elect a one-time Alternative Cash Payment of up to \$100 in lieu of the other benefits offered.

Please visit www.BluefieldSettlement.com for a full description of Settlement Benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **April 7, 2025**.

What are my options? To receive payment, you must submit a Claim Form by April 7, 2025. The Claim Form can be found on the website www.BluefieldSettlement.com. If you do not want to be legally bound by the Settlement, you must **opt-out** of the Settlement by **March 10, 2025**. If you want to **object** to the Settlement, you must file an objection by **March 10, 2025**. The Long Form Notice available on the Settlement Website explains how to submit a Claim Form, opt-out, or object.

The Court's Fairness Hearing. The Court will hold a Fairness Hearing on **April 15, 2025**, to consider whether to approve the Settlement and a request for Attorneys' Fees and Expenses not to exceed \$150,000 for Plaintiff's counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you are not required to do so. **For more information, please visit www.BluefieldSettlement.com or scan the QR Code on the right. You may also call toll-free 1-800-417-6705.**



EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Abingdon Division

Kyle Beer, individually and on behalf of all others
similarly situated,

Plaintiff,

v.

Bluefield University,

Defendant.

Case No. 1:23-cv-00055-MFU-
PMS

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR
A SOLICITATION FROM A LAWYER.*

PLEASE READ THIS NOTICE CAREFULLY

If you are a resident of the United States and were sent a notice letter from Bluefield University (“Bluefield,” or “Defendant”) notifying you that your Private Information was compromised in a Data Breach Incident (the “Incident”) on May 1, 2023, or Bluefield has been able to obtain alternate contact information for you, you are eligible to participate in a proposed class action lawsuit settlement (“Settlement Class,” “Class Member”).

A proposed Settlement has been reached in a class action lawsuit against Bluefield. The lawsuit asserted claims against Bluefield arising out of or related to the Data Security Incident that Bluefield learned of on May 1, 2023.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM BY APRIL 7, 2025	You must submit a Valid Claim Form to receive settlement benefits, including reimbursement for Documented Out-of-Pocket expenses incurred as a result of the Incident, up to a maximum of \$4,500 per person; compensation for up to 5 hours of Lost Time at \$25 per hour for time spent time reasonably related to mitigating the effects of the Incident; and 3 years of Identity Theft Protection and Credit Monitoring; OR a one-time Alternative Cash Payment of up to \$100 in lieu of the other benefits offered.

DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ including Bluefield over the claims resolved in the Settlement.
SUBMIT A WRITTEN OPT-OUT BY MARCH 10, 2025	Submit a written notice of your intent to be excluded from the Settlement. You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
FILE AN OBJECTION BY MARCH 10, 2025	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON APRIL 15, 2025	Ask to speak in Court about the fairness of the Settlement.

No payments or other Settlement Benefits will be issued until after the Court gives Final approval to the Settlement and any appeals are resolved.

You can learn more about the Settlement by visiting www.BluefieldSettlement.com or by calling 1-800-417-6705.

Further Information about this Notice and the Lawsuit

1. Why did I receive a Notice in the mail?

The postcard notice you received in the mail was sent to inform you of the proposed Settlement because you may be a member of the Settlement Class eligible to receive benefits. The proposed Settlement was reached in the class action lawsuit *Beer v. Bluefield University*, Case No. 1:23-cv-00055-MFU-PMS in the United States District Court for the Western District of Virginia, Abingdon Division (the “Lawsuit”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Lawsuit about?

The proposed class action Lawsuit is brought on behalf of all natural persons residing in the United States who were sent a notice letter by Bluefield notifying them that their Private Information was compromised in the Incident, or for whom Bluefield has alternate contact information.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of all others who are alleged to have similar claims. Together, these people are the “class” and each individually is

¹ The Released Parties include Bluefield, its past and present subsidiaries, divisions, related or affiliated entities and each of their respective predecessors, successors, trustees, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers including any person who was or could have been named as a defendant in this Litigation.

a “Class Member.” In this case the Plaintiff or “Class Representative” is Kyle Beer. The company being sued, in this case Bluefield University, is known as the Defendant.

4. Why is there a Settlement?

The Plaintiff in the Lawsuit, through his attorneys (known as “Class Counsel”), investigated the facts and law relating to the issues in the Lawsuit. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement.

The Court has not decided whether the Plaintiff’s claims or Bluefield’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will receive benefits from the Settlement. The Settlement does not mean that Bluefield did anything wrong, or that the Plaintiff and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined as all natural persons residing in the United States who were sent a notice letter notifying them that their Private Information was compromised in the Incident, or for whom Bluefield has alternative contact information.

Excluded from the Settlement Class are: (i) Bluefield, the Related Parties, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads *nolo contendere* to any such charge.

6. What are the Settlement Benefits?

The Settlement provides for payments to people who submit Valid Claims for reimbursement of Documented Out-Of-Pocket Losses as a result of the Incident up to a maximum of \$4,500 per person; compensation for up to 5 hours of Lost Time at \$25 per hour for time spent reasonably related to mitigating the effects of the Incident (with any payment for Lost Time counting towards the \$4,500 cap); and 3 years of Credit Monitoring and Identity Theft Protection. In lieu of receiving reimbursement for Documented Out-of-Pocket Losses and/or Lost Time, Class Members who submit Valid Claims can elect to receive a one-time Alternative Cash Payment of up to \$100.

Documented Out-Of-Pocket Losses

Claims made for Documented Out-Of-Pocket Losses incurred as a result of the Incident must include third party documentation supporting the claimed loss and a brief description of the documentation describing the nature of the loss if the loss is not apparent from the documentation alone. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement. In no circumstance will a Settlement Class Member be eligible to receive more than a \$4,500 Settlement payment.

Documented Out-Of-Pocket Losses may include (by way of example): bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel, fees for credit reports, credit monitoring, other identity theft insurance products purchased on or after May 1, 2023 through August 26, 2024, or any other expense reasonably related to the Incident. All Documented Out-Of-Pocket Losses claimed must be reasonably related to the Incident.

Reimbursement for Lost Time

Compensation for Lost Time requires (i) an attestation that any claimed lost time spent was reasonably related to mitigating the effects of the Incident; and (ii) a statement of the number of hours spent (up to a maximum of 5 hours at \$25 per hour). Compensation for Lost Time is capped at \$125.00 and may be combined with a claim for reimbursement for Documented Out-of-Pocket Losses, but in no circumstance will a Settlement Class Member be eligible to receive more than the \$4,500 individual Class Member cap.

Identity Theft Protection and Credit Monitoring Services

The proposed Settlement provides three (3) years of one-bureau Credit Monitoring and Identity Theft Protection Services free of charge to Settlement Class Members who submit a timely and valid Claim Form. These services are available regardless of whether the Settlement Class Member submits a claim for reimbursement of Documented Out-of-Pocket Losses or Lost Time.

Alternative Cash Payment

In lieu of receiving a reimbursement for Documented Out-Of-Pocket Losses, reimbursement for Lost Time, and/or Credit Monitoring and Identity Theft Protection Services, Settlement Class Members may elect to submit a claim for a one-time Alternative Cash Payment of up to \$100.

Remedial Measures

Bluefield has also agreed to implement and/or continue remedial measures to protect the continuing interests of Plaintiff's and Settlement Class Members' data security. For complete details, please see the Settlement Agreement, whose terms control, available at www.BluefieldSettlement.com.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and any Final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.BluefieldSettlement.com.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement.

However, to be eligible for reimbursement of Documented Out-Of-Pocket Losses, Lost Time, three years of Identity Protection and Credit Monitoring Services, or a one-time Alternative Cash Payment, you **must** complete and submit a Claim Form postmarked or submitted online **by April 7, 2025**. You may download or submit a Claim Form online at www.BluefieldSettlement.com.

If you do not want to give up your right to sue the Released Parties related to the Incident or the issues raised in this case, you must exclude yourself (or “opt-out”) from the Settlement Class. *See* Question 12 below for instructions on how to exclude yourself.

If you object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Court. (*See* Question 15 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or credit monitoring services.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.BluefieldSettlement.com. You may also obtain a paper Claim Form by downloading it at www.BluefieldSettlement.com or by calling the Claims Administrator at **1-800-417-6705**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at www.BluefieldSettlement.com, via email at: BluefieldSettlement@atticusadmin.com, or mail them to:

Bluefield University Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

11. Who decides my Settlement claim and how do they do it?

The Claims Administrator, Atticus Administration, will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

If you wish to opt-out of the Settlement Class, you must individually sign and timely submit written notice of such intent and send it by mail to the Claims Administrator by **March 10, 2025**.

A request for exclusion must include (i) your name, address and phone number, (ii) a clear statement of your intent to be excluded from the Settlement Class, and (iii) your signature.

You must mail your request postmarked by **March 10, 2025** to:

Bluefield University Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement Benefits. You will also not be bound by the terms of the Settlement Agreement.

14. If I do not exclude myself, can I sue the Released Parties for the Incident later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must timely exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting benefits from this Settlement.

15. How do I object to the Settlement?

If you do not request exclusion from the Settlement Class, you have the right to object to the Settlement or any part of it. The Court will consider your views and decide whether to approve or reject the Settlement. You cannot ask the Court to order a different settlement. If the Court denies approval, no Settlement Benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Clerk of Court and a copy mailed to Class Counsel and Bluefield's Counsel at the addresses listed below. Objections must be filed or postmarked no later than **March 10, 2025**.

Class Counsel	Bluefield's Counsel
William B. Federman FEDERMAN & SHERWOOD 10205 North Pennsylvania Ave. Oklahoma City, OK 73120	Christopher G. Dean MCDONALD HOPKINS LLC 600 Superior Ave. E. Suite 2100 Cleveland, OH 44114

To be considered by the Court, your objection must be filed timely and include:

- (a) The case name and docket number *Beer v. Bluefield University*, Case No. 1:23-cv-00055-MFU-PMS;
- (b) Your full name, address, telephone number, and e-mail address (if any);

- (c) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, such as a copy of mailed Notice of this Settlement or the original notice of the Incident you received;
- (d) A written statement of all grounds for your objection and all legal support you believe applicable or relevant to your objection;
- (e) The identity of all counsel representing you in connection with the objection;
- (f) A statement of whether you and/or your counsel will appear at the Final Approval Hearing;
- (g) Your signature or that of your duly authorized attorney or other duly authorized representative; and
- (h) A list of all other cases in which you and/or your counsel have filed an option in any other proposed class action settlement within the last 3 years, by case name, court, and docket number.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in paragraph 5.1 of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final order approving this Settlement Agreement, or the Judgment to be entered upon Final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **April 15, 2025 at 10:00 a.m.** at 180 West Main Street, Abingdon, Virginia 24210, to decide whether to approve the Settlement. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who properly requested to speak at the hearing. The Court may also consider Plaintiff's request for Attorneys' Fees and Costs, and Plaintiff's request for a Service Award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.BluefieldSettlement.com to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing. Class Counsel will represent the interests of the Settlement Class. If you object to the Settlement and wish to appear in person you are welcome to do so if your written objection was properly submitted pursuant to the instructions in Question 15.

It is not necessary to appear in person to make an objection. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal or take time to resolve. We do not know how long this process may take.

If the Court approves the settlement and no appeal is taken, the Claims Administrator will pay any attorneys' fees and costs award and any Representative Plaintiff's service award from the Settlement Fund. Then, within the later of 30 days after the Effective Date or 30 days after all disputed claims have been resolved, the Claims Administrator will send settlement payments to Settlement Class Members who submitted timely and valid Settlement Claims.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement Benefits available to Settlement Class Members, Class Counsel, or the Class Representative, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Bluefield

20. Who represents the Settlement Class?

The Settlement Class is represented by:

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Bluefield, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing, if you so choose.

21. How will the lawyers for the Settlement Class be paid?

Class Counsel will request an award of attorneys' fees and reimbursement of costs and expenses not to exceed thirty percent (30%) of the Settlement Fund (\$150,000). The "Fee Award and Costs" will be paid from the Settlement Fund, in an amount approved by the Court.

Class Counsel will also seek approval from the Court for a Service Award Payment of \$1,500 to the Class Representative in recognition of his contributions to this Action.

Bluefield's obligation for all payments required to be made under the Settlement Agreement shall not exceed five hundred thousand dollars (\$500,000) excluding any costs associated with the Remedial Measures. If the Court awards the Class Counsel Fee Award and Costs and the Class Representative Service Award described above, these award(s) and the costs to administer the Settlement will be deducted from the \$500,000 Settlement Fund.

22. Who represents Bluefield in the Lawsuit?

Bluefield is represented by:

Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Ave. E. Suite 2100
Cleveland, OH 44114

For Further Information

23. What if I want further information or have questions?

For additional information, please visit www.BluefieldSettlement.com. You may also contact the Claims Administrator by mail, email or phone:

Bluefield University Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164
BluefieldSettlement@atticusadmin.com
1-800-417-6705

**PLEASE DO NOT CONTACT THE COURT OR BLUEFIELD'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**

EXHIBIT D

CLAIM FORM

Beer v. Bluefield University
Case No. 1:23-cv-00055-MFU-PMS

If you are a resident of the United States and were sent a notice letter from Bluefield University (“Bluefield,” or “Defendant”) notifying you that your Private Information was compromised in a Data Breach Incident (the “Incident”) on May 1, 2023, or Bluefield has been able to obtain alternate contact information for you, use this form to make a claim for reimbursement for Documented Out-of-Pocket Losses, and/or reimbursement of Lost Time, and/or Identity Theft Protection and Credit Monitoring Services, or a one-time Alternative Cash Payment.

GENERAL INSTRUCTIONS

If you fit the above description and are a member of the Settlement Class you are eligible to complete this Claim Form to request reimbursement for Documented Out-of-Pocket Losses as a result of the Incident up to a maximum of \$4,500 per Person, compensation for up to 5 hours of Lost Time at \$25 per hour for time spent reasonably related to mitigating the effects of the Incident (with any payment for Lost Time counting towards the \$4,500 cap), and/or three (3) years of one-bureau Identity Theft Protection and Credit Monitoring Services. If you previously opted to receive the complimentary credit monitoring services offered by Bluefield following the May 1, 2023 incident, you are still eligible to enroll in the three (3) years of Identity Theft Protection and Credit Monitoring Services provided by this Settlement.

-OR-

In lieu of receiving reimbursement for Documented Out-Of-Pocket expenses, reimbursement for Lost Time, and/or Identity Theft Protection and Credit Monitoring Services as described above, you may elect to submit a claim for a one-time Alternative Cash Payment of up to \$100. You cannot receive any of the benefits described in the prior paragraph, including three (3) years of Identity Theft Protection and Credit Monitoring Services, if you elect to receive the Alternative Cash Payment.

Please read the Claim Form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim. This Claim Form can be completed and submitted with the required documentation on the Settlement Website at **www.BluefieldSettlement.com** or mailed to the address below. **Claim Forms must be submitted on or before April 7, 2025.** Please legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to the address below. Documentation provided in support of your claim will not be returned, please retain copies of your documents for your personal records.

Bluefield University Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Mailing Address

City

State

Zip Code

Email Address

Telephone Number**II. PROOF OF CLASS MEMBERSHIP**

I certify that I reside in the United States and received notice from Bluefield that my Private Information was compromised in a data breach incident on May 1, 2023, or Bluefield has otherwise contacted me about this Settlement.

☐ YES ☐ NO

Enter the seven-digit Claimant ID Number printing above your name and address on your mailed Notice or the last four digits of your Social Security Number:

Notice ID Number

Social Security Number (last four digits)**III. IDENTITY THEFT PROTECTION AND CREDIT MONITORING SERVICES**

I wish to receive three (3) years of Identity Theft Protection and Credit Monitoring Services. ☐ YES ☐ NO

IV. DOCUMENTED OUT-OF-POCKET LOSSES

Complete this section of the Claim Form to be reimbursed for Documented Out-Of-Pocket Losses that you incurred as a result of the Incident, up to a maximum of \$4,500. Documentation to substantiate your claim(s) is required and must accompany your Claim Form.

Documented Out-of-Pocket Loss Description	Date	Dollar Amount	Support Documentation Description

To qualify for Documented Out-Of-Pocket Loss reimbursements, documentation must be provided for each claimed out-of-pocket expense listed above.

V. LOST TIME

Complete this section of the Claim Form to receive compensation for up to five (5) hours of Lost Time at \$25 per hour for time spent reasonably related to mitigating the effects of the Incident, up to \$4,500 including reimbursement for Documented Out-Of-Pocket Losses.

I am claiming Lost Time in the total hours indicated below:

☐ 1 Hour (\$25) ☐ 2 Hours (\$50) ☐ 3 Hours (\$75) ☐ 4 Hours (\$100) ☐ 5 Hours (\$125)

The below attestation is required to be eligible for compensation for Lost Time.

☐ I attest and affirm to the best of my knowledge and belief that any claimed Lost Time was spent reasonably related to mitigating the effects of the Incident.

VI. ALTERNATIVE CASH PAYMENT

Complete this section of the Claim Form to receive a cash payment of up to \$100.00 in lieu of other benefits offered. The amount of the Alternative Cash Payment will depend on the amount of claims for Alternative Cash Payments and the amount of funds remaining in the Settlement Fund after all other distributions have been made, but will not exceed \$100, as explained in the Settlement Agreement.

The below attestation is required to be eligible Alternative Cash Payment.

☐ I am claiming the Alternative Cash Payment in lieu of Credit Monitoring and Identity Theft Protection, Out-of-Pocket Losses & Lost Time.

VII. PAYMENT SELECTION

Please select **one** payment method for receipt of any Settlement payment to which you are determined eligible:

☐ **PayPal** - Enter your PayPal account email address: _____

☐ **Venmo** - Enter your Venmo account mobile number: ____ - ____ - ____

☐ **Zelle** - Enter your Zelle mobile number or email address: _____

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid e-Mastercard** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided above.

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

VIII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

PLEASE MAKE SURE YOUR CLAIM FORM IS COMPLETE, SIGNED, AND INCLUDES DOCUMENTATION TO SUPPORT ANY OUT-OF-POCKET LOSSES BEING CLAIMED.

**THE CLAIM FORM MUST BE POSTMARKED FOR MAIL
OR SUBMITTED ONLINE ON OR BEFORE APRIL 7, 2025.**